

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

JEFFREY DESKOVIC,

Plaintiff,

vs.

CITY OF PEEKSKILL, PUTNAM COUNTY,
WESTCHESTER COUNTY, DAVID LEVINE,
THOMAS MCINTYRE, WALTER BROVARSKI,
EUGENE TUMOLO, JOHN AND JANE DOE
SUPERVISORS, DANIEL STEPHENS, LOUIS
ROH, MILLARD HYLAND, PETER INSERO, and
LEGAL AID SOCIETY OF WESTCHESTER
COUNTY,

Defendants.

Index No. CV-07-8150 (KMK)(GAY)

**STIPULATION AND ORDER OF
DISMISSAL WITHOUT PREJUDICE
AS TO
AMERICAN MOTORISTS INSURANCE
COMPANY as successor-in-interest to
AMERICAN PROTECTION INSURANCE
COMPANY AND AMERICAN MOTORISTS
INSURANCE COMPANY as successor-in-
interest to SPECIALTY NATIONAL
INSURANCE COMPANY
REGARDING
PEEKSKILL'S THIRD-PARTY ACTIONS
IN BOTH THE *DESKOVIC* AND
MCGARR ACTIONS**

LINDA MCGARR,

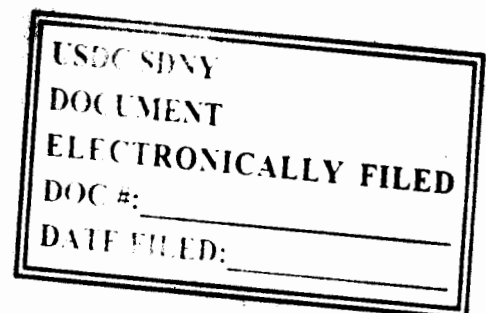
Plaintiff,

vs.

CITY OF PEEKSKILL, WESTCHESTER
COUNTY, DAVID LEVINE, THOMAS
MCINTYRE, WALTER BROVARSKI, EUGENE
TUMOLO, JOHN AND JANE DOE
SUPERVISORS, DANIEL STEPHENS, LOUIS
ROH, AND MILLARD HYLAND,

Defendants.

Index No. CV-07-9488 (KMK)(GAY)



Caption continued on next page

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CITY OF PEEKSKILL,

Third-Party Plaintiff,

vs.

WESTPORT INSURANCE CORPORATION as
successor-in-interest to NORTH RIVER
INSURANCE COMPANY, WESTPORT
INSURANCE CORPORATION as a successor-in-
interest to INTERNATIONAL INSURANCE
COMPANY, UNDERWRITERS AT LLOYD'S,
LONDON, CX REINSURANCE COMPANY
LIMITED as successor-in-interest to CNA
INTERNATIONAL REINSURANCE
COMPANY, CX REINSURANCE COMPANY
LIMITED as successor-in-interest to CNA
REINSURANCE OF LONDON, LIMITED,
SPHERE DRAKE INSURANCE PLC, ILLINOIS
UNION INSURANCE COMPANY, UNITED
NATIONAL INSURANCE COMPANY,
TRAVELERS INDEMNITY COMPANY as
successor-in-interest to GULF INSURANCE
COMPANY, AMERICAN MOTORISTS
INSURANCE COMPANY as successor-in-
interest to AMERICAN PROTECTION
INSURANCE COMPANY, AMERICAN
MOTORISTS INSURANCE COMPANY as
successor-in-interest to SPECIALTY NATIONAL
INSURANCE COMPANY, HARCO NATIONAL
INSURANCE COMPANY, and AMERICAN
ZURICH INSURANCE COMPANY

Third-Party Defendants.

WHEREAS, Third-Party Plaintiff City of Peekskill ("Plaintiff" or "Peekskill") has asserted claims against Third Party Defendant American Motorists Insurance Company as successor-in-interest to American Protection Insurance Company and American Motorists Insurance Company as successor-in-interest to Specialty National Insurance Company ("AMICO") in the above-captioned Third-Party Actions filed in both *Deskovic v. City of Peekskill, et al.*, No. 07-CV-8150 (the "*Deskovic* Action") and *McGarr v. City of Peekskill, et al.*, No. 07-CV-9488 (the "*McGarr* Action").

WHEREAS, the undersigned parties hereby give notice that the above-captioned Third-Party Actions filed in both the *Deskovic* and *McGarr* Actions is voluntarily dismissed, without prejudice, against AMICO.

WHEREAS, the above-captioned Third-Party Actions filed in both the *Deskovic* and *McGarr* Actions filed against the remaining Third-Party Defendants have or will be dismissed with or without prejudice by separate stipulations so that the Third-Party Actions filed in both the *Deskovic* and *McGarr* Actions will each be dismissed in their entirety.

WHEREAS, Peekskill and AMICO seek to reduce the expense and burden of litigation to themselves, to the other parties in this action, and to the Court.

NOW, THEREFORE, in consideration of this Stipulation of Dismissal without Prejudice, Peekskill and AMICO, by and through their respective counsel of record, hereby mutually agree to the following:

STIPULATION OF DISMISSAL WITHOUT PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned parties that all claims are dismissed without prejudice as against AMICO pursuant to Federal Rule of Civil Procedure 41 and court order.

IT IS FURTHER STIPULATED AND AGREED, that that nothing contained in this Stipulation shall operate so as to create an estoppel as to any finding of fact, or create or expand any rights, remedies or liabilities of the parties hereto, except that Peekskill's dismissal without prejudice as against AMICO in the above-captioned Third-Party Actions filed in both the *Deskovic* and *McGarr* Actions tolls for a period of two years after filing of this stipulation any potentially applicable statutes of limitations of any jurisdiction as to all claims in the Third-Party Complaints in the above-captioned Third-Party Actions filed in both the *Deskovic* and *McGarr* Actions. Moreover, all time-based defenses to Peekskill's claims in the Third-Party Complaints in the above-captioned Third-Party Actions filed in both the *Deskovic* and *McGarr* Actions are preserved to the extent they exist, but only to the extent they existed, as of the date of the filing of the Third-Party Complaints in the above-captioned Third-Party Actions filed in both the *Deskovic* and *McGarr* Actions.

IT IS FURTHER STIPULATED AND AGREED, that each undersigned party shall bear its own costs and attorneys' fees.

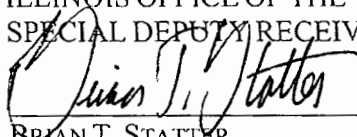
IT IS FURTHER STIPULATED AND AGREED, that this Stipulation may be signed in counterparts with all counterparts together constituting one complete Stipulation and that signatures received by facsimile or e-mail shall be deemed an original for purposes of this Stipulation.

[signatures pages to follow]

Dated: January 29, 2014

ILLINOIS OFFICE OF THE
SPECIAL DEPUTY RECEIVER

By:

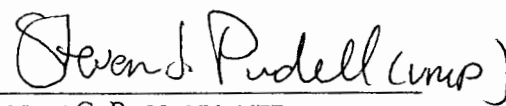

BRIAN T. STATTER
GENERAL ADJUSTER
222 MERCHANDISE MART PLAZA
SUITE 960
CHICAGO, IL 60654
TEL: (312) 836-9500

REPRESENTATIVE FOR THIRD-PARTY
DEFENDANTS AMERICAN
MOTORISTS INSURANCE
COMPANY AS SUCCESSOR-IN-INTEREST
TO AMERICAN PROTECTION
INSURANCE COMPANY; AND
AMERICAN MOTORISTS
INSURANCE COMPANY AS
SUCCESSOR-IN-INTEREST TO
SPECIALTY NATIONAL INSURANCE
COMPANY

Dated: January __, 2014

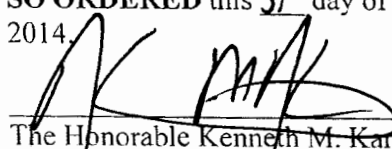
ANDERSON KILL P.C.

By:


WILLIAM G. PASSANNANTE
STEVEN J. PUDELL
1251 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10020
TEL: (212) 278-1000

ATTORNEYS FOR THIRD-PARTY
PLAINTIFF CITY OF PEEKSKILL

SO ORDERED this 31st day of January,
2014.


The Honorable Kenneth M. Karas
United States District Judge